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ABSTRACT

This document presents the agreement between the Board of Higher Education of the City of New York and United Federation of College Teacher Local 1460, AFL-CIO. Articles of the agreement cover board-union relationships, recognition, unit stability check-off, consultation, grievance procedure and arbitration, nondiscrimination, information and data, released time, use of college facilities, leave of absence for union officers, workload, classification of titles, service credit toward sabbatical leave eligibility, annual leave, notice of appointment and reappointment, professional evaluations, personnel files, notice of vacancies, jury duty, facilities for faculty, staff housing and parking, salary schedules, welfare benefits, job security, preferential rehiring, lecturers employed in the libraries, waiver of tuition fees, no strike pledge, legislative action, and duration. (MJM)

ED 086124

City University of New York

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Agreement

between

the

Board of Higher Education of the City of New York and United Federation of College Teachers Local 1460, AFL-CIO

HE 005 032

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Preamble

AGREEMENT entered into this 3rd day of October, 1969 by and between the BOARD OF HIGHER EDUCATION OF THE CITY OF NEW YORK (hereinafter referred to as the "Board"), and the UNITED FEDERATION OF COLLEGE TEACHERS, LOCAL 1460, AFL-CIO (hereinafter referred to as the "Union").

WITNESSETH:

WHEREAS, the Board has had a long-standing policy that there exists an academic community of interest and that such community of interest includes the Instructional Staff, and

WHEREAS, the Board has been recognized as a "Public Employer" consistent with the terms and provisions of the Public Employees' Fair Employment Act of the State of New York, and

WHEREAS, the Board elected to come under the rules of procedure and regulations of the New York State Public Employment Relations Board, and

WHEREAS, a secret ballot election was conducted by the New York State Public Employment Relations Board, and

WHEREAS, the members of the Instructional Staff in the unit hereinafter set forth freely selected the Union as their representative for the purposes of collective negotiations and the settlement of grievances, and

WHEREAS, the Board and the Union subscribe to the concepts of Academic Freedom as expressed by the AAUP as follows:

(a) The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

(b) The teacher is entitled to freedom in the classroom in discussing his subject, but he should be careful not to introduce into his teaching controversial matter which has no relation to his subject.

(c) The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a man of learning and an educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinion of others, and should make every effort to indicate that he is not an institutional spokesman.

NOW, THEREFORE, it is agreed as follows:

Article I
Board - Union Relationships

1.1 The Board and the Union agree to maintain the academic character of the University as an institution of higher education.

1.2 Nothing contained in this Agreement shall be construed to diminish the rights granted under the Bylaws of the Board to the entities and bodies within the internal structure of CUNY so long as such rights are not in conflict with this Agreement. If provisions of this Agreement require changes in the Bylaws of the Board, such changes will be effected.

1.3 If there is an inconsistency or conflict between the Bylaws of the Board and this Agreement, the provisions of this Agreement shall apply.

1.4 The Board will furnish the Union an advance copy of the agenda of each regular meeting of the Board, as well as copies of the minutes of such meetings.

1.5 The Union may request to be heard by the Board at a regularly scheduled meeting, in order to speak to any item on the Board agenda, provided that such request is made known to the Board Chairman at least three (3) days prior to the meeting.

Article II
Recognition

2.1 The Board recognizes the Union as the exclusive collective negotiation representative of a unit which comprises:

Lecturer
Teaching Assistant

Excluded: All other employees

2.2 It is understood that nothing contained in this Article shall be construed to prevent the Board or any Board official from meeting with any individual or organization to hear views on any matters, except that as to matters so presented which are proper subjects of collective negotiations, any changes or modifications shall be made only through negotiation and agreement with the Union.

Article III
Unit Stability

3.1 The classification of Lecturers as part of the present collective negotiation unit will remain for the duration of this Agreement.

3.2 Any group of Lecturers now in this unit whose group classification is changed during the life of this Agreement will remain in this unit for the duration of this Agreement.

Article IV
Check-off

4.1 The Board agrees to the principle of the check-off of Union dues for all members of this unit in amounts to be determined by the Union and in accordance with forms and procedures as approved by the Comptroller's Office of the City of New York.

Article V
Consultation

5.1 The Chancellor or his designee shall meet with representatives of the Union twice each semester for the purpose of discussing legitimate and proper subjects of collective negotiations that may arise during the life of this Agreement and to discuss those matters necessary to the implementation of this Agreement which are University-wide in nature. Other matters may be placed on the agenda and considered at the discretion of the Chancellor.

5.2 A written agenda shall be submitted by the Union no less than five (5) days before the scheduled date of the meeting.

5.3 The President or Provost or his designee shall meet with representatives of the Union twice each semester for the purpose of discussing legitimate and proper subjects of collective negotiations that may arise during the life of this Agreement and to discuss those matters necessary to the implementation of this Agreement which are local in nature. Other matters may be placed on the agenda and considered at the discretion of the President.

5.4 A written agenda shall be submitted by the Union no less than five (5) days before the scheduled date of the meeting.

5.5 Nothing contained herein shall prevent the Union from consulting with the Chancellor and the College Presi-

dents or Provosts, or designees at times other than those set forth above, if matters within the area of collective negotiations arise of an urgent or emergency nature.

Article VI
Grievance Procedure and Arbitration

6.1 *Intent*

The Board and the Union agree that they will use their best efforts to encourage the informal and prompt settlement of complaints and grievances which may arise between the Union, the employees and the Board. The orderly processes hereinafter set forth will be the sole method used for the resolution of all complaints and grievances.

6.2 *Definitions*

A *complaint* is an informal claim by an employee in the bargaining unit, or by the Union of improper, unfair, arbitrary or discriminatory treatment.

A complaint may, but need not, constitute a grievance. Complaints shall be processed through the informal grievance procedure as herein set forth.

A *grievance* is an allegation by an employee or the Union that there has been:

(1) a breach, misinterpretation or improper application of the terms of this Agreement; or

(2) an arbitrary or discriminatory application of, or a failure to act pursuant to, the Bylaws and written policies of the Board related to the terms and conditions of employment.

6.3 *Informal Procedure for Handling Complaints*

Any employee in the bargaining unit may present and discuss his complaint either with or without a representative of the Union. Similarly, a representative of the Union may present and discuss a complaint on behalf of any

employee or group of employees with the head of the Department involved and shall be entirely informal. Any settlement, withdrawal or disposition of a complaint at this informal stage shall not constitute a binding precedent in the settlement of similar complaints or grievances.

6.4 *Formal Procedure for Handling Grievances*

Grievances may be filed by an employee in the bargaining unit on his behalf, or by the Union on its behalf, or on behalf of any employee or group of employees in the bargaining unit. Grievances involving employees in more than one College of the University may be filed by the Union initially at Step 2 of the grievance procedure.

A grievance must be filed by an employee or the Union within a reasonable time from the date it was found to exist. Any grievance not processed in accordance with the time limits specified herein shall be deemed waived by the grievant.

Step 1. A grievance must be stated in writing setting forth the basis therefor, and the remedy requested. All grievances shall be filed with the President of the College affected or his designee. The President or his designee shall within seven (7) calendar days of the receipt of the grievance meet with the grievant and a representative of the Union for the purpose of discussing the grievance. The President or his designee shall within seven (7) calendar days after the grievance meetings issue his decision with reasons in writing to the grievant and the Union.

Step 2. If the grievance has not been settled at Step 1, then within seven (7) calendar days after receipt of the written decision of the President of the College or his designee, or the expiration of the time limits for making such decision, the grievant or the Union may submit the grievance in writing to the Chancellor or his designee, together with a copy of the decision of the President of the College affected, or his designee. The Chancellor or his designee shall within seven (7) calendar days of the receipt of the grievance meet with the grievant and a representa-

tive of the Union for the purpose of discussing the grievance. The Chancellor or his designee shall within seven (7) calendar days after the grievance meetings issue his decision with reasons in writing to the grievant and the Union.

Nota Bene:

Grievances relating to appointment or reappointment which are concerned with matters of academic judgment may not be processed by the Union beyond Step 2 of the grievance procedure. Grievances within the scope of these areas in which there is an allegation of arbitrary or discriminatory use of procedure may be processed by the Union through Step 3 of the grievance procedure. In such case the power of the arbitrator shall be limited to remanding the matter for compliance with established procedures. It shall be the arbitrator's first responsibility to rule as to whether or not the grievance relates to procedure rather than academic judgment. In no event, however, shall the arbitrator substitute his judgment for the academic judgment. In the event that the grievant finally prevails, he shall be made whole.

6.5 *Step 3. Arbitration* If the grievance has not been settled at Step 2, then within seven (7) calendar days after the receipt of the written decision of the Chancellor or his designee, the grievant or the Union may request arbitration by giving notice to that effect, by registered mail, directed to the Chancellor or his designee and to the Arbitration Panel. The Arbitration Panel shall be jointly chosen by the Board and the Union, and shall consist of three (3) members who are familiar with the customs, practices, nature and spirit of the academic community. Each member is to serve in turn as sole arbitrator for a given case. Where a member of the Panel is unable to serve for any reason, the next member in sequence shall then serve. The arbitration procedure shall be in accordance with the rules of the American Arbitration Association. In no event shall the arbitrator have authority to add to, subtract from, modify or amend the provisions of this Agreement or the Bylaws of the

Board. A final decision or award of the arbitrator shall be made within thirty (30) calendar days after the closing of the hearing. Such decision or award shall be binding upon the Union, the Board, and the employees affected thereby. The cost of arbitration shall be borne equally by the parties. Expenses for witnesses, however, shall be borne by the party who calls them.

Article VII
Nondiscrimination

7.1 Neither the Board nor the Union will interfere with, restrain or coerce the employees covered by this Agreement because of membership in or non-membership in, or lawful activity on behalf of the Union. The Board will not discriminate in respect to hire, tenure of employment or any terms or conditions of employment of any employee covered by this Agreement because of sex, race, age, national origin, religion, political belief or membership in, or lawful activity on behalf of the Union, nor will it discourage or attempt to discourage membership in the Union.

7.2 The Union agrees that it will admit to membership and represent equally all employees in the bargaining unit.

Article VIII
Information and Data

8.1 The Board shall make available to the Union upon its reasonable request and within a reasonable time thereafter such statistics and financial information related to the collective negotiation unit and in possession of the Board as are necessary for negotiation and implementation of a collective negotiation agreement. It is understood that this shall not be construed to require the Board to compile information and statistics in the form requested not already compiled in that form unless mutually agreeable.

Article IX
Released Time

9.1 The Board shall grant released time at each College to the Union Chapter Chairman or his designee for the implementation of this contract and the handling of grievances, to the extent of the weekly contact hours of one course, not to exceed three contact hours. Such released time may not be used to solicit union membership.

9.2 The designee must be made known to the University at the beginning of the semester preceding the semester for which released time is requested. In order to be eligible for released time, the individual must be an employee within this unit and may be released from scheduled time worked in the title of Lecturer only.

9.3 In order to be eligible for released time, the individual must carry a minimal schedule of five contact hours from which he may be released from one course.

Article X
Use of College Facilities

10.1 Upon request to the President or his designee, the college chapter of the Union shall be permitted to meet at the college if appropriate facilities are available. All requests must be in writing, wherever possible, three (3) days prior to the requested meeting.

10.2 The Union shall be permitted to use college mailroom facilities for the distribution of Union communications.

10.3 At each college campus, the President or his designee shall assign a bulletin board for the exclusive use of the Union for the purposes of posting Union notices. It is agreed that the number of Union bulletin boards at each College campus shall not exceed four. However, the Union shall be entitled to post notices on existing college bulletin boards customarily used for general notices to faculty, such as in the Faculty Lounge and in the Faculty Dining Room.

Article XI
Leave of Absence for Union Officers

11.1 Members of the Instructional Staff who are or shall become during the life of this Agreement University-wide elected or appointed officers of the Union, shall upon proper application be granted a special leave of absence without pay, for not less than one semester for the purpose of performing legitimate duties for the Union. Those who are granted leaves of absence without pay shall receive credit toward annual salary increments on the schedules appropriate to their rank. The Board agrees to recommend to the appropriate retirement program that such time be granted service credit for retirement purposes and that the employees receiving such leave of absence be permitted to pay regular monthly contributions based upon their earnable salaries as members of the teaching staff for the period of such leave.

11.2 No more than three University-wide officers shall be simultaneously on leave of absence under this provision with no more than one person from any given College.

11.3 If in the event any of the University-wide officers shall not be eligible under leave regulations, the Board shall guarantee reemployment for one year upon termination of the leave of absence provided that the employee granted such leave of absence has been employed for a minimum of two years prior to taking the leave of absence. Such time shall not be counted in computing eligible time and service of a Lecturer for the award of certificate of continuous employment by the Board.

Article XII
Workload

12.1 Employees on the teaching staff of the City University of New York shall not be required to teach an excessive number of contact hours, assume an excessive student load, or be assigned an unreasonable schedule, it

being recognized by the parties that the teaching staff has the obligation among others to be available to students, to assume normal committee assignments, and to engage in community service.

Article XIII
Classification of Titles

13.1 The title Lecturer (full-time) shall be a tenure-bearing (certificate of continuous employment) title used for full-time members of the faculty who are hired to teach and perform related faculty functions but do not have a research commitment. Lecturers, who in the past have taught a full-time program based on their departmental standards, shall be included in this title regardless of the prior or current method of payment of compensation. A certificate of continuous employment shall be granted in accordance with provisions of Article XXV. Persons appointed to this rank shall be entitled to all faculty retirement and other fringe benefits and shall be scheduled in accordance with provisions of Article XII.

13.2 The title of Lecturer (part-time) shall be used only for people who are working towards a doctorate on a full-time basis and are to be employed as part-time teaching or research personnel. Such a teaching commitment shall not exceed seven contact hours a semester; a research commitment shall not exceed fifteen hours a week. Appointment to this title shall be limited to three years. Individuals who were employed in this category prior to the signing of this Agreement shall begin their three-year period from the effective date of this Agreement.

13.3 The regular full-time academic title shall be used for those members of the full-time Instructional Staff of a College within the City University who assume teaching or related assignments in a University session which are in addition to normal full-time assignments. The extent of such additional assignments shall be limited by the multiple position regulations of the Board.

13.4 The title of Adjunct Lecturer, Adjunct Assistant Professor, Adjunct Associate Professor or Adjunct Professor shall be used for people who are not full-time members of the City University of New York faculty and who teach part-time or who have other part-time assignments in the University. The assignment of title shall depend on meeting the relevant academic qualifications as stipulated in the Bylaws of the Board.

13.5 The title Lecturer may not be used for non-instructional functions.

Article XIV
Service Credit Toward Sabbatical Leave Eligibility

14.1 The Board will grant service credit toward eligibility for sabbatical leave for all members of this unit on the following basis:

(a) A Lecturer (full-time) shall be eligible for sabbatical leave.

(b) Each year of service as a Lecturer (full-time) shall be credited as one year of the six-year eligibility requirement.

(c) Service as a Lecturer (part-time) shall be credited on the basis of one-half year service eligibility for each full year of employment.

Article XV
Annual Leave

15.1 Lecturers (full-time) who have taught for a full year (September-June) and who have been paid against an annual salaried budget line shall be entitled to the same vacation allowance as other members of the faculty.

15.2 Effective July 1, 1971 Lecturers (full-time), who have taught for a full year (September-June) shall be entitled to the same vacation allowance as other members of the faculty whether paid against an annual salaried budget line or any other tax levy line.

15.3 Effective July 1, 1971 Lecturers (part-time) who have taught for a full year (September-June) shall be entitled to the same vacation allowance as other members of the faculty.

15.4 Lecturers (part-time) whose titles shall be changed to Adjunct Lecturer, Adjunct Assistant Professor, Adjunct Associate Professor and Adjunct Professor shall not be entitled to vacation pay.

Article XVI
Notice of Appointment and Reappointment

16.1 The decision of the Board to reappoint or not to reappoint persons in the titles Lecturer (full-time) and Lecturer (part-time) shall be communicated in writing to the person affected not later than April first preceding the expiration of the first full year of service, and not later than December first of each succeeding year.

16.2 The decision of the Board to reappoint with tenure (certificate of continuous employment) or not to reappoint persons in the title Lecturer (full-time) for the sixth full year shall be communicated in writing to the person affected not later than December first preceding the expiration of the fifth full year of service.

16.3 Where an appointee begins his service prior to September first, the tenure (certificate of continuous employment) period shall not begin until the succeeding September first; and when an appointment is made during the month of September, the appointment shall date as of September first for the purpose of tenure.

16.4 Employees in adjunct titles shall be notified of non-reappointment or rescission of previously proferred appointment in accordance with the following timetable:

(a) Those employees who are not to be reappointed because of poor evaluation shall be notified in the Fall semester not later than December 15 and in the Spring semester not later than May 15.

(b) Those employees who are not to be reappointed because of insufficient registration, financial inability or changes in curriculum shall be notified as soon as the college administration is aware of the situation.

Article XVII
Professional Evaluations

17.1 All evaluations of the professional activities of the employee shall be in writing.

17.2 At least once each semester each employee shall be evaluated on the basis of at least a one-hour observation of the work of the employee. The employee shall be given 24 hours of prior notice of observation.

17.3 The department chairman within a period of three weeks from the date of observation shall discuss the evaluation with the employee who shall have the right to present any material he feels is pertinent to the proper consideration of the nature and scope of the evaluation. Immediately following the discussion of the evaluation with the employee, the chairman shall prepare a record of the discussion in memorandum form.

17.4 Such memorandum shall become a part of the employee's personal file in accordance with the conditions for making it a part of such file as set forth under provisions made for Personnel Files (Article XVIII).

17.5 At least once each year, each employee shall have an evaluation conference with his department chair-

man. At such conference the employee's total academic and professional progress for that year and cumulatively to-date shall be reviewed. A review of the second observation may be part of such conference. Immediately following this discussion, the chairman shall prepare a record of the discussion in memorandum form.

17.6 Such memorandum shall become a part of the member's personal file in accordance with the conditions for making it a part of such file as set forth under provisions made for Personnel Files (Article XVIII).

17.7 If a grievance involving a personnel decision based on a written evaluation reaches the level of the Chancellor's Office, the grievant and his representative shall be given the right to read, but not to retain, a true copy of the original written evaluation and/or evaluations.

Article XVIII
Personnel Files

18.1 Each unit within the City University shall maintain two personnel files for each employee.

18.2 There shall be a *personal file* which shall include but not be limited to the following:

(a) Personal information.

(b) Information relating to the employee's academic and professional accomplishment submitted by the employee or placed in the file at his request.

(c) Records generated by the college.

(d) Memoranda of discussions between the employee and his department chairman relating to evaluations of the employee's professional performance.

No materials shall be placed in the employee's personal file until the employee has been given the opportunity to read the contents and attach any comments he may so desire. Each such document shall be initialed by the employee before being placed in his file as evidence

of his having read such document. This initialing shall not be deemed to constitute approval by the employee of the contents of such document. If the employee refuses to initial any document after having been given an opportunity to read the same, a statement to that effect shall be affixed to the document.

The personal file shall be available for examination by the employee at his request.

18.3 There shall be a separate *administration file* which shall contain:

(a) All materials requested by the unit of the City University or supplied by the employee in connection with the employee's original employment.
(b) All observation reports of the employee's academic and professional performance.

The administration file shall be available only to the committees and individuals responsible for the review and recommendation of the employee with respect to appointment or reappointment.

Article XIX
Notice of Vacancies

19.1 A notice of vacancy in the title Lecturer (full-time) shall be posted on the Departmental bulletin boards used by all sessions of the department in which the vacancy occurs.

Article XX
Jury Duty

20.1 Employees who are required to serve on a jury, or are required to report to Court in person in response to a jury duty summons, or are required to report for jury examination, or to qualify for jury duty, shall receive their regular salary during such absences provided that they remit to the Board an amount equal to the compensation received by them, if any, for jury duty.

Article XXI
Facilities for Faculty

21.1 The Board recognizes the problem of providing adequate space and facilities for faculty and will request the President to establish a committee on each campus to analyze the space and facilities problem, and to chart specific progress towards those ends listed below. Such committee shall have Union representation.

(a) A minimum of 120 square feet of private, enclosed office space shall be provided for each full-time member of this unit. No more than two full-time persons shall be assigned to each office.

(b) Each office for full-time members of this unit shall be equipped, furnished and lockable. Such equipment shall include, but not be limited to: desks, chairs, file cabinet, telephone, supplies, bookshelves, etc. Wherever possible, access to a typewriter shall be provided.

(c) A minimum of one telephone line with individual extensions shall be provided for each two full-time members of this unit for both intra-college and outside calls.

(d) A minimum of one secretary shall be provided for each five full-time members of this unit. Proportionate secretarial services shall be provided for part-time members of this unit.

(e) Each building shall provide suitably equipped faculty lounges and rest rooms which shall be available to the entire Instructional Staff. These facilities shall be cleanly and properly maintained. They shall also be lockable and a key made available to every member of the Instructional Staff assigned to the building. Suitable dining facilities shall be available at each campus providing wholesome food at reasonable prices.

(f) Each member of the unit employed on a part-time basis shall have office facilities including a desk

made available to him at the time he is on campus. Part-time members shall also be provided with a locker or lockable space for the storage of personal belongings and professional materials. Such space shall also include at least one drawer of a filing cabinet.

Article XXII
Staff Housing and Parking

22.1 The Board recognizes the housing problem on each campus for faculty, staff and students and will request the President to establish a committee on each campus to analyze the housing problem and to chart specific progress toward the solution of this problem. Such committee shall have Union representation.

22.2 The Board recognizes the parking problem on each campus for faculty, staff and students and will request the President to establish a committee on each campus to analyze the parking problem and to chart specific progress toward the solution of this problem. Such committee shall have Union representation.

Article XXIII
Salary Schedules
Senior and Community Colleges

23.1 Lecturer (Full-Time)

10/1/69	10/1/70	10/1/71
$11,000	$11,950	$12,700
11,850	12,800	13,550
12,450	13,400	14,150
13,000	14,000	14,750
13,650	14,600	15,350
14,250	15,200	15,950
14,850	15,800	16,550
	16,400	17,150

Incumbents, on October 1, 1969, shall be placed on the next higher step of this schedule and receive one additional

increment. Incrementation after salary slotting shall be as of January 1 of each year except that there shall be no increment on January 1, 1970.

23.2 Lecturer (Part-Time)

10/1/69	10/1/70	10/1/71
$5,500	$5,925	$6,350
5,925	6,400	6,775
6,225	6,700	7,075
6,500	7,000	7,375
6,825	7,300	7,675

Incumbents in the title of Teaching Assistant, on October 1, 1969, shall be slotted as follows:

(a) new appointees at $5,500

(b) one or more years of prior service at $5,925

As of July 1, 1970 all new appointments shall be made to the new title and in accordance with the then existing salary schedule.

23.3 Adjunct and Professorial Titles

	10/1/69	9/1/70	9/1/71
Instructor, Lecturer,	$14 ($210)	$16 ($240)	$19 ($285)
Adjunct Lecturer	15 ($225)	17 ($255)	20 ($300)
	16 ($240)	18 ($270)	21 ($315)
Assistant Professor,	17 ($255)	19 ($285)	22 ($330)
Adjunct Assistant Professor	18 ($270)	20 ($300)	23 ($345)
Associate Professor,	19 ($285)	21 ($315)	24 ($360)
Adjunct Associate Professor	20 ($300)	22 ($330)	25 ($375)
	21 ($315)	23 ($345)	26 ($390)
Professor, Adjunct Professor	22 ($330)	24 ($360)	27 ($405)
	23 ($345)	25 ($375)	28 ($420)
	24 ($360)	26 ($390)	29 ($435)

( ) = semester hour rate

23.4 The following provisions shall apply for all hourly-paid members of this unit:

(a) All classroom teachers below new minimum move to the new minimum for their respective currently slotted rank.

(b) People off step move to the next higher dollar rate step.

(c) If the resultant rate increase is less than $3.00 per hour, the rate shall be adjusted to move to the next higher step which provides a $3.00 increase.

(d) However, the new rate may not exceed the scheduled maximum for the rank.

(e) Increments within rank shall be automatic at the next September first following a full year of employment.

(f) Changes in titles shall be made effective in the next fiscal year beginning July 1, 1970.

23.5 *Special Groups*

(a) *Lecturer—fractional schedules*
Since it is the intent of the parties to agree to the discontinuance of the fractional use of lines, e.g., 3/5's, 2/3's, etc., of a full-time schedule, effective with the beginning of the Fall 1970 semester, it is agreed that Lecturers teaching such fractional schedules in the academic year 1969-1970 shall be given preference in consideration for such Lecturer (full-time) openings which are available in their respective departments for the academic year 1970-1971. For the academic year 1969-1970, Lecturers teaching fractional schedules shall receive an October 1, 1969 increase as a proration of that salary step which would have been applicable had they been employed full-time.

(b) *Counselors*

(1) *Psychological Counseling*—shall be remunerated in accordance with the newly established schedule and in accordance with the stated guidelines.

(2) *Curricula and Student Activity Counseling*—shall be remunerated in accordance with the newly established schedule and in accordance with the stated guidelines at the rate of 60% of that newly established schedule.

(c) *Professional Library Staff*
Associate Professors, Assistant Professors and Instructors shall be remunerated in accordance with the newly established schedule and in accordance with the stated guidelines at the rate of 60% of that newly established schedule.

(d) *Professional Registrar's Staff*
Associate Registrars and Assistant Registrars shall be remunerated in accordance with the newly established schedule and in accordance with the stated guidelines at the rate of 60% of that newly established schedule.

Both parties agree that the work required from these staffs during the registration period is an integral part of the total job. Thus, every effort shall be made to minimize compensable time for this group during registration periods. Necessary coverage is to be achieved through work schedule changes.

(e) *Professional Business Management Staffs*
Assistant Business Managers and Assistant to Business Managers shall be remunerated in accordance with the newly established schedule and in accordance with the stated guidelines at the rate of 60% of that newly established schedule.

Both parties agree that the work required from these staffs during peak periods, such as registration, budget preparation, etc., is an integral part of the total job. Thus, every effort shall be made to minimize compensable time for this group during these peak periods. Necessary coverage is to be achieved through work schedule changes.

(f) *College Laboratory Technicians**—shall be remunerated for work performed in special sessions (evening, summer evening) beyond their normal assignments at a semester hour rate. Such semester hour rate is to be computed from the annual salary base of each individual by first determining the

* This generic title, pending Board Bylaw change, includes the following current titles: College Engineering Technician, College Science Technician, and College Science Assistant.

hourly rate and then converting this hourly rate to a semester hour rate. The hourly rate is to be 1/1500 of the annual salary base rounded to the next highest half dollar.

Article XXIV
Welfare Benefits

24.1 Lecturers (full-time) shall be eligible for welfare benefits as provided through the CUNY Faculty Welfare Trustees beginning with their second full year of employment.

24.2 The Board will provide moneys on a per capita basis.

24.3 The Board shall contribute $225 per capita to the City University Faculty Welfare Trustees in the first contract year for eligible employees. This shall be increased by $20 the second year for a total contribution of $245 per capita; and in the third year the Board shall increase its contribution by $55 for a total contribution of $300 per capita.

24.4 The Board will make every effort to secure full coverage of the health and hospitalization plans of the City of New York for all members of this unit who teach at least six hours and are not covered by a wholly paid employer plan.

Article XXV
Job Security

25.1 All members of this unit who prior to September 1, 1969 have served as teacher or counselor in the title of Lecturer, paid from tax levy funds, for five or more years, or ten or more semesters, of continuous full-time appointments and who have been reappointed as of September 1, 1969 for an additional full-time service shall be granted an administrative certificate of continuous employment by the Board effective September 1, 1969.

Thereafter, eligibility for such a certificate of continuous employment shall be based on a sixth full-time appointment in the title of Lecturer preceded by five years of continuous appointments. In computing eligible time in service, such time shall commence with the first September of appointment.

25.2 Where a person has taught on a full-time basis five or more years cumulatively since 1961 and is currently teaching full-time, such person may be granted a certificate of continuous employment beginning with the next full-time appointment. This provision shall be deemed to be inoperative [illegible] September 1, 1971.

25.3 Where service has been continuous and a break in full-time service has occurred by virtue of a reduced schedule, such less than full-time service shall be prorated towards its equivalency in full-time service.

25.4 The certificate of continuous employment shall be valid only in that college which makes the certification or sixth appointment and shall carry with it the guarantee of full-time reappointment subject to continued satisfactory performance, stability in academic program, sufficiency of registration and financial ability.

25.5 The terms of this article do not apply to service in any other title than Lecturer.

25.6 Effective one year after initial appointment, no member of this unit, full-time or part-time, shall be denied reappointment on the basis of professional incompetence unless he has been evaluated during at least three semesters (including the first year of appointment) according to provisions contained in this Agreement, Article XVII, and unless two of the last three evaluations indicate unsatisfactory professional performance.

25.7 For the purposes of this provision (25.6), September 1969 shall constitute the initial appointment year, except that those part-time Lecturers who have served for the past five consecutive years or ten consecutive semesters and who have been reappointed as of September 1969, shall be deemed to have demonstrated satisfactory performance for the purposes of this provision.

Article XXVI
Preferential Rehiring

26.1 The following departmental preferential rehiring policy shall govern part-time members of this unit:

(a) In the event of the cancellation of a class because of financial inability, insufficient enrollment or changes in curriculum, departmental preferential rehiring will be established for identical or remedial courses which the individual staff member has taught.

(b) All individuals affected by such a reduction in force shall be placed on a departmental preferential rehiring list established by date of initial employment.

(c) A list of vacancies within a department shall be posted on the departmental office bulletin board and be subject to periodic updating.

(d) The individual is to be responsible for securing information as to his position on a departmental preferential rehiring list and must apply for any available position through the department chairman.

(e) The individual's name on a departmental preferential rehiring list shall be deleted after three years.

Article XXVII
Lecturers Employed in the Libraries

27.1 In the Schools of General Studies, Lecturers who are employed primarily to perform professional library functions shall not be required to perform guard duty or maintenance duties.

Article XXVIII
Waiver of Tuition Fees

28.1 All members of this unit who teach six or more hours per week shall be granted a waiver of tuition fees for undergraduate credit-bearing courses offered by the University in accordance with the procedures for the waiver of undergraduate tuition fees for other groups of employees.

Article XXIX
No Strike Pledge

29.1 The Board and the Union agree that disputes which may arise between them shall be settled without resort to strike or lockout and that the requirements of the law in this regard will not be violated. The Board agrees it will not lock out any or all of its employees during the term of this Agreement and the Union agrees on behalf of itself and its membership that there shall be no strikes, slow-downs or interference with the normal operation of the City University during the term of this Agreement.

Article XXX
Legislative Action

30.1 It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval.

Article XXXI
Duration

31.1 This Agreement shall be effective for the period from September 1, 1969 to August 31, 1972.

31.2 The parties agree to commence negotiations for a renewal Agreement no later than six (6) months prior to August 31, 1972.

Dated, New York,
October 3, 1969

Board of Higher Education
by Frederick Burkhardt, chairman

United Federation of College Teachers, Local 1460, AFL-CIO
by Israel Kugler, president

Witnessed By:

IRVING PANKEN
Director of Organization
United Federation of College Teachers, Local 1460, AFL-CIO

BERNARD MINTZ
Vice Chancellor for Staff Relations
City University of New York